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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

November 2, 1994

18936-A

NOV 11 1994

RECORDED  
NOV 2 11 22 AM '94

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Termination of Lease, dated November 3, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Interim User Agreement which was duly filed with the Commission under Recordation Number 18936.

The names and addresses of the parties to the enclosed document are:

Lessor: General Electric Company  
2901 East Lake Road  
Erie, Pennsylvania 16531

Lessee: Locomotive Management Services  
c/o Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, Pennsylvania 19101

A description of the railroad equipment covered by the enclosed document is:  
forty (40) General Electric Company Dash 8-40 CW Locomotives bearing road numbers  
0700 - 0739, inclusive.

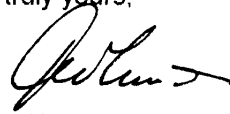
Consent - Williams

Mr. Vernon A. Williams  
November 2, 1994  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", written in dark ink.

Robert W. Alvord

RWA/bg  
Enclosures

18936-A

## TERMINATION OF LEASE

THIS TERMINATION OF LEASE, made the 3rd day of November, 1994 by and among General Electric Company, a New York corporation acting through its Transportation Systems Business Operation ("GE"), and Locomotive Management Services, a Delaware general partnership ("LMS").

WHEREAS, GE and LMS are parties to an Interim User Agreement dated as of August 1, 1994 (the "Lease"); and

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission (the "ICC") pursuant to 49 U.S.C. Section 11303, on August 17, 1994, at 11:55 a.m. and given Recordation Number 18936; and

WHEREAS, GE and LMS desire to terminate and cancel the Lease and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is acknowledged, LMS and GE, intending to be legally bound, agree as follows:

1. LMS and GE hereby terminate and cancel the Lease in its entirety, effective November 3, 1994, with respect to the following equipment covered thereby: Forty (40) General Electric Company Diesel Electric Model Dash 8-40CW Locomotives bearing Road Numbers 0700-0739, inclusive.
2. The parties agree to record this Termination of Lease with the ICC so as to release GE's lien against all of the equipment originally covered thereby.

3. This Termination of Lease may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, LMS and GE have each caused this Termination of Lease to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

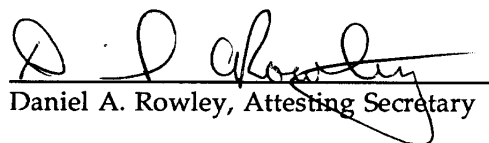
LOCOMOTIVE MANAGEMENT  
SERVICES

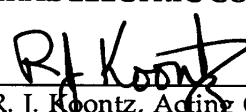
\_\_\_\_\_  
James D. McGeehan, Secretary

By: \_\_\_\_\_  
John A. McKelvey

ATTEST:

GENERAL ELECTRIC COMPANY

  
Daniel A. Rowley, Attesting Secretary

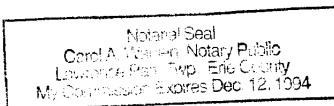
By:   
R. J. Koontz, Acting General  
Manager, Americas' Locomotive  
Marketing/Sales/Service

Commonwealth of Pennsylvania     }  
   }  
County of Erie                                 }

On this 31st day of October, 1994, before me personally appeared R. J. Koontz, to me personally known, who, being by me duly sworn, did say that he is Acting General Manager, Americas' Locomotive Marketing/Sales/Service of General Electric Company, that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires:



Commonwealth of Pennsylvania     }  
   }  
County of Philadelphia                         }

On this \_\_\_\_ day of November, 1994, before me personally appeared John A. McKelvey, to me personally known, who, being by me duly sworn, did say that he is a member of the Partners' Committee of Locomotive Management Services, that the foregoing instrument was signed on behalf of such partnership by authority of its Partners' Committee, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such partnership.

\_\_\_\_\_  
Notary Public

My commission expires:

3. This Termination of Lease may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, LMS and GE have each caused this Termination of Lease to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

  
James D. McGeehan, Secretary

ATTEST:

\_\_\_\_\_  
Daniel A. Rowley, Attesting Secretary

LOCOMOTIVE MANAGEMENT  
SERVICES

By: 

John A. McKelvey

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_

R.J. Koontz, Acting General  
Manager, Americas' Locomotive  
Marketing/Sales/Service

**COMMONWEALTH OF PENNSYLVANIA     )**  
   **) SS:**  
**COUNTY OF PHILADELPHIA             )**

On this 1 day of November, 1994, before me personally appeared John A. McKelvey, to me personally known, who, being by me duly sworn, says that he is an authorized signatory and member of the Partners' Committee of LOCOMOTIVE MANAGEMENT SERVICES, that said instrument was signed on behalf of said general partnership by authority of its Partner's Committee, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.

[Notarial Seal]

  
Notary Public

